PTO/SB/96 (04-07)
Approved for use through 09/30/2007. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

<b>STATEMENT UNDER 37 CFR 3.73(b)</b> 2633.0020002
Applicant/Patent Owner: Tommy K. Eng
Application No./Patent No.: 7,143,367 B2 Filed/Issue Date: November 28, 2006
Entitled: Creating Optimized Physical Implementations from High-Level Descriptions of Electronic Design Using Placement-Based Information
Magma Design Automation, Inc. , a corporation (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)
states that it is: 1. $\overline{X}$ the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest (The extent (by percentage) of its ownership interest is%)
in the patent application/patent identified above by virtue of either:
A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.  OR
B. $\overline{X}$ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:
1. From: ENG, TOMMY K. To: TERA SYSTEMS, INC.  The document was recorded in the United States Patent and Trademark Office at Reel 016361 , Frame 0144 , or for which a copy thereof is attached.
2. From: TERA SYSTEMS, INC. To: MAGMA DESIGN AUTOMATION, INC.
The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
3. From:To:
The document was recorded in the United States Patent and Trademark Office at Reel, Frame, or for which a copy thereof is attached.
Additional documents in the chain of title are listed on a supplemental sheet.
X As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.  [NOTE: A separate copy ( <i>i.e.</i> , a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.
Signature Date
Michelle K. Holoubek, Registration No. 54,179 (202) 371-2600
Printed or Typed Name Telephone Number
Authorized Agent
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

## DO NOT FORWARD TO ASSIGNMENT BRANCH NOT FOR RECORDATION

#### **PATENT ASSIGNMENT**

This PATENT ASSIGNMENT, dated  $\frac{2}{2}$ , 2007, is entered into by Tera Systems, Inc. ("Assignor") for the benefit of Magma Design Automation, Inc. ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of Ann. Market (the "Agreement"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets, as defined in the Agreement;

WHEREAS, pursuant to Section 2.4(a) of the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents, patent applications, patent disclosures and related patent rights which are a part of the Purchased Assets and set forth on Exhibit A attached hereto (the "Patents").

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, sets over and transfers to Assignee, its successors and assigns all of Assignor's entire right, title and interest in and to the Patents, and any and all applications for patents and patents issuing therefrom in any and all countries of the world, including all divisions, continuations, continuations-in-part, re-examinations, and reissues, and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents including without limitation provisional rights thereto with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

This Patent Assignment is made without representation or warranty of any kind, express or implied, except as set forth in the Agreement.

Assignor agrees that, on request it will at Assignee's expense sign all lawful papers in connection with all divisional, continuing, re-examining and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION

# DO NOT FORWARD TO ASSIGNMENT BRANCH NOT FOR RECORDATION

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized corporate officer effective this 2-day of April, 2007.

TERA SYSTEMS, INC.

By:

Title: Authorized Heart

STATE OF CALFRAIA
COUNTY OF SAN FRANCISCO

On this July 62, 266) day of April, 2007, before me, a Notary Public in and for said State, personally appeared Philip J. Nicholse, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.

· Notary Public

Acknowledged and agreed to by:

MAGMA DESIGN AUTOMATION, INC.

Name

Title:

Date: April 11, Tool

PETER HONG YUEN NG
Commission # 1590806
Notary Public - California
San Francisco County

My Comm. Expires Jun 27, 2009

DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION

### DO NOT FORWARD TO ASSIGNMENT BRANCH NOT FOR RECORDATION

### Exhibit A

Title	Inventors	Country	Application No.	Patent No.
Creating Optimized Physical Implementations from High-Level Descriptions of Electronic Design using Placement Based Information	Eng, T.	United States	09/015,602	6,145,117
Creating Optimized Physical Implementations from High-Level Descriptions of Electronic Design using Placement Based Information	Eng. T.	United States	09/634,927	6,360,356
Creating Optimized Physical Implementations from High-Level Descriptions of Electronic Design using Placement Based Information	Eng, T.	United States	10/040,852	7,143,367

DO NOT FORWARD TO ASSIGNMENT BRANCH NOT FOR RECORDATION